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8 **UNITED STATES DISTRICT COURT**
9 **NORTHERN DISTRICT OF CALIFORNIA**
10 **OAKLAND DIVISION**

11 LAURI VALJAKKA

Plaintiff,

12 v.

13 NETFLIX, INC.

14 Defendant.

Case No. 4:22-cv-01490-JST

**DECLARATION OF TIMOTHY M.
KOWALSKI ON BEHALF OF NON-
PARTY GOOGLE IN SUPPORT OF
DEFENDANT'S ADMINISTRATIVE
MOTION TO CONSIDER WHETHER
ANOTHER PARTY'S MATERIAL
SHOULD BE SEALED**

Judge: Hon. Jon S. Tigar

1 I, Timothy M. Kowalski, hereby declare as follows.

2 1. I am Senior Counsel, Head of Patent Transactions at Google LLC (“Google”).

3 The facts stated in this declaration are based upon my personal knowledge. If called as a witness,
4 I could and would testify to the facts stated in this declaration.

5 2. Pursuant to Civil L.R. 79-5 and the Court’s Standing Order Re Civil Cases, I
6 submit this declaration in support of Defendant Netflix’s Administrative Motion to Consider
7 Whether Another Party’s Material Should Be Sealed (“Motion to Seal”) (Dkt. No. 126).
8 Specifically, I submit this declaration on behalf of non-party Google as the “Designating Party”
9 under Civil L.R. 79-5 in support of sealing the document filed as Exhibit F to the Motion to Seal
10 (Dkt. No. 126-08).

11 3. Exhibit F to the Motion to Seal is the May 12, 2022 Settlement and License
12 Agreement between Google and Plaintiff Lauri Valjakka (and related entities) (“Agreement”).


13 4. Defendant’s request to seal the Agreement is narrowly tailored to maintain the
14 confidentiality of third-party Google’s information and protect sensitive information contained in
15 the Agreement.

16 5. The Agreement includes terms that are related to Google’s confidential business
17 and legal operations that are not publicly known. Disclosure of this information would cause
18 injury as the information could be used by competitors or litigants to gain an advantage against
19 Google in future litigations or in the marketplace. Maintaining the confidentiality of this
20 information is important to ensure that others cannot use this sensitive information to their
21 advantage against Google.

22 6. The Agreement includes commercially sensitive information about the scope and
23 terms of the license agreement between Valjakka and Google, including the terms of the parties’
24 settlement of prior litigation between the parties (*Lauri Valjakka v. Google LLC*, No. 6:22-cv-
25 00004). This information includes confidential information relating to Google’s preferred
26 licensing and contractual terms, which competitors or other litigants could use to their advantage
27 against Google in future licensing discussions or litigations. The Agreement also reflects terms
28 negotiated between the parties, disclosure of which would provide an advantage to Google’s

1 competitors or other litigants in any future licensing discussions or litigation with Google. A less
2 restrictive alternative is not sufficient, given that the Agreement as a whole constitutes Google's
3 confidential information. Under the Agreement, the existence of the Agreement itself is
4 confidential between the parties to the Agreement.

5 I declare under penalty of perjury under the laws of the United States of America that the
6 foregoing is true and correct to the best of my knowledge. Executed this 28 day of August,
7 2023 at Lincolnshire, Illinois.

8
9 By: 
10 Timothy M. Kowalski